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THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ODETTE R. BATIS, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

DUN & BRADSTREET HOLDINGS, INC.,

Defendant.

Case No. 3:22-cv-01924-MMC

**DECLARATION OF BRITTANY RESCH
IN SUPPORT OF MOTION TO COMPEL
ACCESS TO DEFENDANT’S WEBSITE**

Complaint Filed: March 25, 2022

Hon. Magistrate Judge to be appointed,
Courtroom 7

Pursuant to 28 U.S.C. § 1746, the undersigned, Brittany Resch, declares as follows:

1. I am a partner at Strauss Borrelli PLLC and counsel for Plaintiff in this matter. I am admitted to practice before the Court in this matter and am a member in good standing of the bar of the state of Minnesota.

2. I also represent another plaintiff in a recently dismissed¹ action in the United States District Court for the District of New Jersey on behalf of a putative class of Ohio residents against

¹ *Debose v. Dun & Bradstreet Holdings, Inc.*, No. 22-0209 (ES) (JRA), 2025 U.S. Dist. LEXIS 41346, at *12-13, 18 (D.N.J. Mar. 7, 2025) (“[This] Court yields conclusive deference to the Sixth

1 Defendant Dun & Bradstreet, Inc. (“D&B”) for violations of Ohio’s Right of Publicity Statute,
2 Ohio Rev. Code § 2741.01, *et seq.*, based on similar factual allegations—*DeBose v. Dun &*
3 *Bradstreet Holdings, Inc.*, No. 22-cv-209 (D.N.J.). Mr. Debose and D&B were three years into
4 discovery in *Debose*. D&B filed a motion to dismiss the case, and after it was fully briefed but
5 remained pending, the court ordered two rounds of supplemental briefing. After a recent change
6 in 6th Circuit law, *see* note 1, *supra*, the court dismissed *Debose* on a Rule 12 motion on March
7 7, 2025.

8 3. Plaintiff Batis and Defendant agreed the scope of discovery in *Debose* and this
9 matter was similar and informed this Court that, “[t]he Parties have agreed that discovery taken
10 in the *Debose* matter, including documents produced by Defendant and testimony given by
11 Defendant, can be used as if taken in this matter subject to objections regarding relevance or any
12 other evidentiary objections.” Dkt. 77 at 7:20-23. The discovery Plaintiff Batis has served on
13 Defendant in this matter is nearly identical to that served in the related *Debose* action.

14 4. On October 10, 2024, Plaintiff Batis served Request Nos. 18 and 19 on Defendant.
15 A true and correct copy of those requests is attached hereto as **Exhibit 1**. The requests seek access
16 to the free trial version and subscriber version of the Hoovers product.

17 5. Defendant failed to respond timely. A true and accurate copy of email
18 correspondence among the parties on this issue is attached hereto as **Exhibit 3**.

19 6. Defendant eventually responded to Request Nos. 18 and 19 on November 22,
20 2024. A true and correct copy of those requests is attached hereto as **Exhibit 2**.

21 7. On August 21, 2023, in the *Debose* action, D&B responded to identical requests
22 seeking free trial and subscriber access to Hoovers by stating that it would “not produce login
23 credentials for unrestricted access to the free trial or subscriber platforms of Hoovers.” D&B and
24

25
26 Circuit’s recent decision in *Hudson v. Datanyze, LLC*, No. 23-3998, 2025 U.S. App. LEXIS 749,
27 2025 WL 80806 (6th Cir. Jan. 13, 2025), . . . [which] recently upheld the district court’s dismissal
[under Rule 12(b)(6)] of plaintiffs’ complaint for failure to plead that their personas had
independent commercial value.”)

1 Mr. Debose then began a year-long series of meet and confer emails and videoconferences
2 regarding access to the website.

3 8. During those meet and confers, Mr. Debose explained why he needed access to the
4 website. Defendant refused, insisting that Mr. Debose could learn all he needs to know about the
5 website's operation via a time-limited and counsel-directed Rule 30(b)(6) deposition, during
6 which D&B's witness would have full control over the website and what screens were visited.
7 Mr. Debose took that deposition of D&B's corporate designee, Mr. Palmer, on July 19, 2023.
8 Attached hereto as **Exhibit 8** are true and correct excerpts from Mr. Palmer's deposition
9 transcript. At this deposition, for about an hour, plaintiff's counsel – for the first time and through
10 Mr. Palmer – was able to see the Hoovers website live and direct Mr. Palmer to various areas.
11 After that deposition, Mr. Debose continued to seek access to the Hoovers product and explain
12 why the deposition of Mr. Palmer was insufficient to discover the information he needs to support
13 his case and contest D&B's defenses.

14 9. To assuage D&B's concerns, Mr. Debose proposed that the parties agree to a
15 protective order governing counsels' use of the website. Mr. Debose sent several examples of
16 similar protective orders. Although D&B's counsel purportedly spent months considering these
17 examples and discussing them with the client, no protective order was ever proposed by D&B in
18 the *Debose* matter.

19 10. Plaintiff Batis proposed the same path forward— *i.e.*, that the parties would agree
20 to a protective order governing counsels' use of the website. The Parties continued their
21 negotiations via email and videoconference numerous times to discuss resolution of this dispute
22 for both actions. The negotiations for access to Hoovers proceeded in *Debose* and in this action
23 in parallel, until the *Debose* action was dismissed on March 7, 2025. A true and accurate copy of
24 truncated email correspondence among the parties tracking some of their more recent meet and
25 confer efforts is attached hereto as **Exhibit 4**.

26 11. On February 7, 2025, I prepared a draft of the stipulated protective order governing
27 access to the free version of Hoovers and emailed it to Defendant. *See id.* at 6-7. This draft

1 protective order contained Defendant's proposal from January 29, 2025, with edits as the parties
2 had negotiated via email and during a February 6, 2025, videoconference. *See id.* at 6-16. Attached
3 hereto as **Exhibit 7** is a cleaned up version of that draft showing the terms on which the Parties
4 agree.

5 12. During the March 4, 2025, videoconference, Defendant stated its final position had
6 not changed from its position on February 25, 2025, on which the Parties were at impasse.
7 Defendant's final position, as communicated to me, was:

8 a. No access to the paid subscriber version, but Defendant would offer one additional
9 Rule 30(b)(6) deposition for Plaintiff's counsel to have a corporate designee
10 operate and demonstrate the website and record that use.

11 b. For access to the free version, Defendant proposed:

12 i. 15 non-contiguous days of access with the express agreement that
13 Plaintiff's counsel could ask for more days if and when needed and those
14 reasonable requests would not be denied;

15 ii. Plaintiff's counsel could only take screenshots of the named Plaintiff and
16 people employed by Plaintiff's counsels' firms (Strauss Borrelli PLLC,
17 Morgan & Morgan, The Law Offices of Benjamin R. Osborn). Plaintiff's
18 counsel would be expressly prohibited from taking screenshots of any
19 other individuals that appeared in lists or elsewhere on D&B Hoovers;

20 iii. All screenshots taken by Plaintiff's counsel must be shared
21 contemporaneously with defense counsel or Defendant would lodge
22 authenticity objections to the screenshots. This was expressly not a
23 reciprocal condition (Defendant did not have to share screenshots it takes
24 contemporaneously with Plaintiff's counsel).

25 13. Attached hereto as **Exhibit 5** and **Exhibit 6** are screenshots of marketing materials
26 captured from Defendant's public facing website in March 2025.

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing information is true and correct, based on my knowledge, information, and belief.

3 Executed on this 14th day of March, 2025, in Minneapolis, Minnesota.

4
5 Dated: March 14, 2025

By: /s/ Brittany Resch
Brittany Resch (*pro hac vice*)
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CERTIFICATE OF SERVICE

I, Brittany Resch, hereby certify that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record via the ECF system.

DATED this 14th day of March, 2025.

STRAUSS BORRELLI PLLC

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